

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE entered into this 4th day of Sept, 2002, by and between John Gomolisky, 1085 Carriage Hill Court, Annapolis, Maryland 21401, hereinafter referred to as "Landlord" and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "TENANT" (Landlord and Tenant together referred to as the "Parties").

WITNESSETH:

WHEREAS, the Tenant and the Landlord are Parties to a Lease Agreement (hereinafter referred to as "the Lease") dated June 7, 1996, under which Lease the Tenant leased from the Landlord premises comprising 8,900 square feet within the building (the "Building") located at 12250 Wilkens Avenue, Rockville, Maryland, and

NOW THEREFORE, the Parties agree as follows:

- (a) Paragraph 2, page 1 of the Lease, entitled ~~Term~~ is hereby deleted in its entirety, and the following language substituted

2. **Term:** The term of this Lease shall be five (5) years. The commencement of this Lease Amendment shall be June 30, 2001, and terminating July 1, 2006. This Lease may be renewed for one (1) additional term of Five (5) years (hereafter referred to as "Renewal Term") provided the Tenant notifies the landlord in writing, at least ninety (90) days before the end of the current term, that the Tenant elects to renew this Lease at the end of such term. In such event this Lease shall be so renewed, provided that, at the Landlord's option, such renewal shall not be effective if an Event of Default (as that term is hereafter defined) exists at the end of the Lease Term. Any such renewal shall be upon the same terms and subject to the same conditions which are set forth in the provisions of this Lease.

- (b) Paragraph 4, page 3 of the Lease, entitled **CONSUMER PRICE INDEX** is hereby deleted in its entirety, and the following language substituted

4. **RENT ADJUSTMENT:** It is agreed between the parties that the Base Rent payable by the Tenant as set forth in Paragraph 3 shall be adjusted at the beginning of the second (2nd) Lease year, and each year thereafter, based on an increase of three percent (3.5%) of the previous year's Base Rent.

Note!

In all other respects, the terms and conditions of the Lease shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:

By: Rebecca S. Domaruk

TENANT:
MONTGOMERY COUNTY,
MARYLAND

By: William M. Mooney, Jr.
William M. Mooney, Jr. Assistant
Chief Administrative Officer

Date: 9/4/02

WITNESS:

By: _____

LANDLORD:
John Gomolisky

By: [Signature]
Title: Landlord

Date: 8-20-02

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Gileen J. Brannen

Date: 7/26/2002

RECOMMENDED

By: [Signature]
J. Ronald Smith, Chief
Facility Services Section
Division of Facilities and Services

Date: 8/30/02